

# EXHIBIT C

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF BARNWELL	)	
	)	
MEGAN A. FOLK,	)	
Plaintiff,	)	SUMMONS
	)	(Jury Trial Demanded)
vs.	)	
	)	
STATE FARM MUTUAL AUTOMOBILE	)	FILE NO. 2017-CP-06 ____
INSURANCE COMPANY.	)	
Defendant.	)	

TO THE DEFENDANT ABOVE NAMED: State Farm Mutual Automobile Insurance Company

YOU ARE HEREBY SUMMONED, and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the subscribed, the KIRKLAND AND KIRKLAND, LLC, at Post Office Box 1122, Barnwell, South Carolina, 29812, within 30 days after service hereof, exclusive of the date of service. If you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

KIRKLAND AND KIRKLAND, LLC

By: /s/ Kent Clinton Kirkland, Jr.  
 Kent Clinton Kirkland, Jr. SC Bar#100151  
 95 Allen Street  
 Post Office Box 1122  
 Barnwell, SC 29812  
 PH: (803) 259-4455  
 FX: (803) 259-9999  
 ATTORNEY FOR THE PLAINTIFF

July 24, 2017  
 Barnwell, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SECOND JUDICIAL CIRCUIT
COUNTY OF BARNWELL	)	
	)	
MEGAN A. FOLK,	)	
Plaintiff,	)	COMPLAINT
	)	(Jury Trial Demanded)
vs.	)	
	)	
STATE FARM MUTUAL AUTOMOBILE	)	FILE NO. 2017-CP-06 ____
INSURANCE COMPANY.	)	
<u>Defendant.</u>	)	

The Plaintiff, above named, complaining of the Defendant herein, would allege:

1. That the Defendant is upon information and belief, a corporation organized and existing under the laws of one of the state of the Unites States and doing business in writing insurance in the County of Barnwell, State of South Carolina.
2. That the Plaintiff, Megan A. Folk, is a citizen and resident of the County of Barnwell, State of South Carolina.
3. That venue is proper in the County of Barnwell, State of South Carolina.

**FOR A FIRST CAUSE OF ACTION  
(Breach of Contract)**

4. That the Defendant sold and issued its policy of Auto insurance to the Plaintiff, Policy Number 4341-109-40A, which insured the Plaintiff for physical damage or loss coverage on her 2010 Dodge, VIN: 3D4PG5FVXAT24175 and provided other first party benefits for the named and defined insured in the policy for loss to insured's vehicle caused by the damages and total loss of insured's vehicle.
5. That on or about June 10 2016, the Plaintiff was hit by another driver at a high rate of speed making her vehicle turn over onto its side destroying the vehicle and causing the Plaintiff to incur significant expense and Plaintiff has made a demand upon the Defendant for payment of benefits pursuant to the policy which has not been honored.

6. That at all times relevant hereto, the insurance policy aforementioned was in full force and effect and all premium payments were current and the Plaintiff complied with all conditions precedent to payment of first party benefits.
7. That the Plaintiff was informed and believes that she is entitled to a judgment against Defendant for a claim she has submitted which has been wrongfully refused for expenses incurred, together with interest from the date of bringing this action including attorneys' fees and costs for refusal to pay this claim without reasonable cause and in bad faith pursuant to Section 38-59-40, South Carolina Code of Laws, 1976.

**FOR A SECOND CAUSE OF ACTION  
(Bad Faith Refusal to Pay First Party Benefits Under an Insurance Policy)**

8. The Plaintiff reaffirms and reiterates all of the allegations contained in the First Cause of Action above, as fully as if repeated herein.
9. That the Defendant has acted in bad faith and/or was negligent, reckless, willful and wanton in one or more of the following particulars, to wit:
  - a. In refusing to honor claims submitted for first party benefits within thirty (30) days from reasonable proof of claim;
  - b. In unreasonably delaying payment of the Plaintiff's claim;
  - c. In failing to communicate to the Plaintiff any reasonable justification for failing to honor the claim;
  - d. In failing to attempt in good faith to effect a fair, prompt and equitable settlement of the claim;
  - e. In compelling the Plaintiff to institute a lawsuit to recover lawful benefits due under the aforementioned policy;
  - f. In failing to timely investigate and review the claim to determine whether or not the claim came with the coverage afforded by the Defendant's policy;
  - g. In refusing to honor the claim as leverage to force the Plaintiff to give up her rights under the policy coverage;
  - h. Throughout the course of dealings between the Plaintiff and the Defendant, in acting negligently, in bad faith, and in reckless disregard of the rights of the insured; and
  - i. In such others as to be shown in trial.
10. That as a proximate and direct result of the negligence, bad faith, recklessness, and wantonness, the Plaintiff has been damaged, including, but not limited to, mental and emotional distress created by the delay and the bad faith refusal of the Defendant to pay, the costs of hiring legal counsel to pursue the claim, the costs and expenses associated



with bringing this action, and the loss of interest on the money owed by the Defendant due to their refusal to timely honor the claim; that the Plaintiff is therefore informed and believes that they are entitled to judgment against the Defendant for loss and damage in the sum to be determined by the jury for both actual and punitive damages.

WHEREFORE, the Plaintiff prays for judgment against the Defendant for actual and punitive damages, in the amount of seventy four thousand four hundred ninety-nine and 99/100ths (\$74,499.99) dollars.

KIRKLAND AND KIRKLAND, LLC

By: /s/ Kent Clinton Kirkland, Jr.  
Kent Clinton Kirkland, Jr. SC Bar #100151  
95 Allen Street  
Post Office Box 1122  
Barnwell, SC 29812  
PH:(803) 259-4455  
FX:(803) 259-9999  
ATTORNEY FOR PLAINTIFF

July 24, 2017  
Barnwell, South Carolina

STATE OF SOUTH CAROLINA )  
COUNTY OF BARNWELL )

IN THE COURT OF COMMON PLEAS  
FIRST JUDICIAL CIRCUIT

MEGAN A. FOLK, )  
Plaintiff, )

DOCKET NUMBER: 2017-CP-06-00265

vs. )

**PROOF OF SERVICE**

STATE FARM MUTUAL )  
AUTOMOBILE INS. CO. )  
Defendant. )

Date of Service: August 3, 2017

Service To: State Farm Mutual Automobile Insurance Company

Place of Service: 1703 Laurel Street, Columbia, SC 29201

Items Served: Summons and Complaint

Served By: Raymond G. Farmer- Director State of South Carolina Department of Insurance

See attached letter dated August 3, 2017 from Mr. Farmer to State Farm Automobile Ins. Co.



## South Carolina Department of Insurance

Capitol Center  
1201 Main Street, Suite 1000  
Columbia, South Carolina 29201

HENRY McMASTER  
Governor

RAYMOND G. FARMER  
Director

Mailing Address:  
P.O. Box 100105, Columbia, S.C. 29202-3105  
Telephone: (803) 737-6160

August 3, 2017

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
STATE FARM MUTUAL AUTOMOBILE INS CO  
c/o Corporation Service Company  
1703 Laurel Street  
Columbia, SC 29201-0000

Dear Sir:

On August 3, 2017, I accepted service of the attached Summons and Complaint on your behalf. I am, hereby, forwarding that accepted process on to you pursuant to the provisions of S.C. Code Ann. § 38-5-70. By forwarding accepted process on to you, I am meeting a ministerial duty imposed upon me by S.C. Code Ann. § 38-77-160. I am not a party to this case. The State of South Carolina Department of Insurance is not a party to this case. The claimant, within this service letter, provided the following additional information regarding this first party claim: Megan Folk, POLICY/CLAIM NUMBER 4341-109-40A. It is important for you to realize that service was effected upon your insurer on my date of acceptance for service.

**You must promptly acknowledge in writing your receipt of this accepted process to [sdubois@doi.sc.gov](mailto:sdubois@doi.sc.gov).** When replying, please refer to File Number 167061, Megan A Folk v. STATE FARM MUTUAL AUTOMOBILE INS CO, 2017-CP-0600265.

By:

A handwritten signature in black ink, appearing to read "David E. Belton".

David E. Belton  
Senior Associate General Counsel  
(803)737-6132

Sincerely Yours,

Raymond G. Farmer  
Director  
State of South Carolina  
Department of Insurance

Attachment

CC: Kent C Kirkland jR  
95 Allen Street  
Kirkland and Kirkland, LLC  
Barnwell, SC 29812

ELECTRONICALLY FILED - 2017 Aug 10 11:22 AM - BARNWELL - COMMON PLEAS - CASE#2017CP0600265